

**CISNEROS DECLARATION**  
**EXHIBIT L**  
**REDACTED VERSION**

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN JOSE DIVISION  
4  
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6 IN RE: HIGH-TECH EMPLOYEE )  
7 ANTITRUST LITIGATION )  
8 ) No. 11-CV-2509-LHK  
9 THIS DOCUMENT RELATES TO: )  
10 ALL ACTIONS. )  
11 \_\_\_\_\_ )  
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14 CONFIDENTIAL - ATTORNEYS' EYES ONLY  
15 VIDEO DEPOSITION OF MARK BENTLEY  
16 August 23, 2012  
17  
18  
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20 REPORTED BY: GINA V. CARBONE, CSR NO. 8249, RPR, CCRR  
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09:07:00 1 in front of the jury in this case?

09:07:01 2 A. I do.

09:07:02 3 Q. And do you understand that you have an  
09:07:03 4 obligation to tell the truth today?

09:07:05 5 A. I do.

09:07:06 6 Q. Now, if you don't understand my questions,  
09:07:09 7 would you please let me know and I'll do my best to  
09:07:11 8 rephrase them. Do you understand that?

09:07:13 9 A. I will do that.

09:07:14 10 Q. Okay. And have you had your deposition taken  
09:07:17 11 before?

09:07:18 12 A. Have I had a deposition taken before?

09:07:20 13 Q. Yes.

09:07:20 14 A. Yes, I have.

09:07:21 15 Q. Okay. So I'm -- if -- I'm going to assume some  
09:07:26 16 familiarity with the process. It's important for the  
09:07:29 17 reporter to get clean answers, so will you let me finish  
09:07:31 18 my question before you answer it?

09:07:33 19 A. Okay.

09:07:34 20 Q. And will you try to do your best to answer my  
09:07:37 21 questions audibly?

09:07:38 22 A. Yes, I will.

09:07:45 23 Q. With what companies did Apple have  
09:07:49 24 no-cold-calling agreements?

09:07:51 25 MR. RILEY: Objection. Assumes facts.

09:07:58 1 THE WITNESS: Can you please repeat the  
09:07:59 2 question.

09:07:59 3 MR. SAVERI: Read it back, please.

09:08:01 4 (Record read as follows: With what companies  
09:08:01 5 did Apple have no-cold-calling agreements?)

09:08:06 6 MR. SAVERI: Let me make sure I get this right.

09:08:08 7 Q. With what companies did Apple have  
09:08:13 8 no-cold-calling agreements?

09:08:15 9 MR. RILEY: Same objection.

09:08:16 10 THE WITNESS: There is only one company that I  
09:08:18 11 know of in which we had a -- an agreement not to cold  
09:08:22 12 call.

09:08:23 13 MR. SAVERI: Q. And what company is that?

09:08:25 14 A. That was Google.

09:08:29 15 Q. Can you describe for me generally what you  
09:08:43 16 understood -- strike that.

09:08:46 17 Could you describe for me generally what the  
09:08:48 18 terms of that agreement with Google were.

09:08:53 19 A. I will answer that question to the best of my  
09:08:55 20 ability. It was somewhat dynamic. There was a period  
09:08:58 21 of time, given our business relationship with Google  
09:09:02 22 going back a few years ago, in which we did not actively  
09:09:07 23 cold call into the company, although we were still  
09:09:09 24 recruiting.

09:09:15 25 Q. And when did that agreement begin?

09:09:20 1 A. I don't remember exact dates, but it was prior  
09:09:23 2 to Eric Schmidt becoming a board member of Apple.

09:09:30 3 Q. Could you give me the approximate year.

09:09:36 4 A. I'm taking a guess here.

09:09:38 5 Q. Give me your best recollection of when it  
09:09:40 6 began.

09:09:43 7 A. 2005.

09:09:44 8 Q. Were you working with Apple at the time?

09:09:47 9 A. Yes, I was working with Apple.

09:09:50 10 Q. And who told you first about the agreement?

09:09:56 11 A. I'm not sure -- I didn't necessarily know there  
09:09:58 12 was an agreement in place before I understood that we  
09:10:00 13 were not actively cold calling out of Google.

09:10:04 14 Q. Okay.

09:10:04 15 A. And that understanding came from my boss who  
09:10:06 16 was Danielle Lambert who was vice president of HR.

09:10:12 17 (Reporter clarification.)

09:10:12 18 MR. SAVERI: Q. Now, Mr. Bentley, you  
09:10:15 19 are -- you seem a little soft spoken to me. It's  
09:10:17 20 really important that you keep your voice up,  
09:10:19 21 particularly in this room, so at least we have a  
09:10:21 22 good record of that. Okay?

09:10:23 23 A. Okay.

09:10:23 24 Q. Thank you.

09:10:25 25 A. So I'm soft spoken as it is, but I'll do my

09:10:30 1 best.

09:10:30 2 Q. And I -- I suffer from the same flaw. So let's  
09:10:34 3 do our best to at least fill this part of the room with  
09:10:39 4 our voices. Okay?

09:10:41 5 A. Understood.

09:10:42 6 Q. Did Ms. Lambert -- well, strike that.

09:10:50 7 What did Ms. Lambert tell you when she informed  
09:10:52 8 you about the -- the policy with respect to no cold  
09:10:58 9 calling Google employees?

09:11:02 10 A. I did not necessarily know there was a policy  
09:11:04 11 in place. It was my understanding that we were not  
09:11:08 12 recruiting out of Google at the time -- excuse me -- we  
09:11:11 13 were not cold calling into Google because of the  
09:11:14 14 strategic relationship with Google.

09:11:17 15 Q. Did Ms. Lambert tell you that?

09:11:20 16 A. I believe on occasion we had talked about it.

09:11:22 17 Q. When you heard about it the first time, did you  
09:11:24 18 hear about it from Ms. Lambert?

09:11:28 19 A. I believe so.

09:11:28 20 Q. And did she communicate that to you in person  
09:11:32 21 or in writing?

09:11:34 22 A. I don't recall.

09:11:47 23 Q. And can you describe for me generally what  
09:11:50 24 restrictions you understood that -- could you tell me  
09:12:00 25 generally what the restrictions that Ms. Lambert was

09:12:05 1 describing put on your job or your responsibilities with  
09:12:08 2 respect to recruiting?

09:12:11 3 A. At the time that -- at the time that this  
09:12:14 4 occurred, I was the director of the executive search  
09:12:17 5 team, and I managed approximately a 12-person team. And  
09:12:22 6 it was my understanding that we were not to actively  
09:12:25 7 cold call into Google. We were still hiring from  
09:12:30 8 Google.

09:12:31 9 Q. Did you understand at the time that Google had  
09:12:34 10 agreed to adopt a similar policy or practice with  
09:12:37 11 respect to the recruiting of Apple employees?

09:12:40 12 MR. RILEY: Objection to the form of the  
09:12:41 13 question.

09:12:44 14 THE WITNESS: I did not. I did not necessarily  
09:12:47 15 know that there was a -- I did not know what Google's  
09:12:51 16 understanding was.

09:12:52 17 MR. SAVERI: Q. Okay. At what point in  
09:12:54 18 time did you understand that there was an agreement  
09:12:56 19 between Google and Apple with respect to no cold  
09:13:00 20 calling?

09:13:01 21 A. I don't remember the approximate dates.

09:13:03 22 Q. Could you give me, generally, a time or a  
09:13:05 23 milestone or a year?

09:13:06 24 A. I believe it may have been end of 2005, maybe  
09:13:11 25 beginning of 2006.

09:13:12 1 Q. Who told you there was an agreement?

09:13:16 2 A. Again, it wasn't clear to me that there was  
09:13:18 3 actually an agreement in place. I had -- I had seen an  
09:13:23 4 email from my boss.

09:13:25 5 Q. And when you say your boss, are you talking  
09:13:27 6 about Ms. Lambert?

09:13:30 7 A. Danielle Lambert.

09:13:34 8 Q. And is the -- was the email from Ms. Lambert  
09:13:41 9 the first time you understood there was an agreement  
09:13:44 10 between Google and Apple with respect to no cold  
09:13:47 11 calling?

09:13:50 12 A. It was my understanding there was an  
09:13:52 13 understanding. I'm not sure I'd characterize it as an  
09:13:54 14 agreement.

09:13:54 15 Q. Okay. Fair enough. Maybe "agreement" is a  
09:13:57 16 lawyer's word. But at least at that point in time, you  
09:14:00 17 understood there was an understanding between Google and  
09:14:03 18 Apple with respect to no cold calling. Is that fair?

09:14:06 19 A. That is fair. It was my understanding that  
09:14:08 20 this was not unilateral.

09:14:27 21 Q. Did you understand the understanding applied to  
09:14:30 22 all employees of Google and Apple?

09:14:34 23 MR. RILEY: Objection. Question is vague.

09:14:39 24 THE WITNESS: It was my understanding that we  
09:14:40 25 were not to cold call into Google.



09:14:44 1 MR. SAVERI: Q. At all?

09:14:46 2 A. That was my understanding.

09:14:59 3 Q. At the time that you learned of this  
09:15:01 4 understanding, were there business collaborations  
09:15:05 5 between Apple and Google?

09:15:06 6 A. It was my understanding there was.

09:15:09 7 Q. Was the understanding, with respect to no cold  
09:15:13 8 calling, limited in any way to the persons working on  
09:15:16 9 those projects or collaborations?

09:15:21 10 MR. RILEY: Objection. No foundation.

09:15:24 11 THE WITNESS: My understanding that we were  
09:15:25 12 working across a large swath of -- both companies were  
09:15:30 13 working with each other across a large swath of the  
09:15:33 14 company.

09:15:34 15 MR. SAVERI: Q. So -- but my question was,  
09:15:36 16 was the understanding limited in any way to the  
09:15:41 17 persons working on those collaborations or projects  
09:15:44 18 between the two companies?

09:15:45 19 MR. RILEY: Objection. No foundation.

09:15:54 20 THE WITNESS: I don't recall.

09:15:57 21 MR. SAVERI: Q. And when you say "I don't  
09:15:58 22 recall," do you mean no, or do you mean you don't  
09:16:00 23 have a recollection?

09:16:03 24 A. Meaning, as I think back about this now, Google  
09:16:06 25 was a much smaller company back then, and they were

09:16:09 1 viewed as a very key strategic partner, and I would have  
09:16:13 2 no reason to think that it would have been directed  
09:16:15 3 towards specific groups. I would -- the assumption  
09:16:19 4 would have been from a recruiting standpoint, it applied  
09:16:22 5 to the whole company.

09:16:24 6 Q. So did you also understand, then, that this  
09:16:28 7 understanding was not limited with respect to recruiting  
09:16:33 8 people of particular job title, job classification, job  
09:16:40 9 level?

09:16:40 10 MR. RILEY: Objection. No foundation.

09:16:42 11 THE WITNESS: To clarify, we were continuing to  
09:16:44 12 recruit.

09:16:46 13 MR. SAVERI: Q. But -- fair enough. But  
09:16:47 14 with respect to this no-cold-calling understanding,  
09:16:51 15 did you understand, at the time that you first  
09:16:53 16 learned about it, that there was any limitation to  
09:16:56 17 the understanding with respect to job  
09:17:02 18 classification, job title, or job of potential  
09:17:06 19 recruits?

09:17:07 20 MR. RILEY: Objection. No foundation.

09:17:13 21 THE WITNESS: I did not necessarily understand  
09:17:14 22 that.

09:17:16 23 MR. SAVERI: Q. Well, did you understand  
09:17:17 24 that this understanding excluded any employees at  
09:17:21 25 either company?

09:40:36 1 Lambert.

09:40:38 2 Q. And did you understand that she passed that  
09:40:40 3 complaint on to Mr. Jobs?

09:40:42 4 A. I did understand that.

09:40:44 5 Q. And you understood that Mr. Jobs passed that  
09:40:47 6 complaint on to Mr. Schmidt; correct?

09:40:49 7 A. Yes.

09:40:51 8 Q. And did you understand that, for example,  
09:40:54 9 Mr. Schmidt terminated people at Google as a result of  
09:40:58 10 this?

09:40:59 11 MR. RILEY: Objection. No foundation.

09:41:02 12 THE WITNESS: That's not my understanding.

09:41:04 13 MR. SAVERI: Q. Okay.

09:41:05 14 A. I don't know if Mr. Schmidt terminated someone  
09:41:09 15 at Google specifically because of this. I'm not sure if  
09:41:13 16 there were other variables involved or not.

09:41:19 17 Q. Okay. Did Apple ever receive complaints from  
09:41:23 18 Google about -- strike that.

09:41:26 19 Did Apple ever receive complaints from Google  
09:41:31 20 to the effect that Apple had violated its understanding  
09:41:34 21 with Google?

09:41:41 22 A. I don't recall.

09:41:44 23 Q. Is it your testimony that Apple never received,  
09:41:48 24 to the best of your recollection, any complaints from  
09:41:50 25 Google to that effect?

09:41:53 1 A. It is the best of my recollection that we never  
09:41:57 2 received any complaints about cold calling into Google.  
09:42:02 3 I don't know if there was any complaints received about  
09:42:06 4 recruiting out of Google.

09:42:08 5 Q. Did you, from time to time, check with the  
09:42:11 6 people that you supervised to ensure that they were  
09:42:15 7 complying with the understanding with Google?

09:42:24 8 A. There was -- there were times in which there  
09:42:28 9 was communication between me and some of the folks on my  
09:42:32 10 team about clarifying one's candidacy at Apple from  
09:42:42 11 Google.

09:42:43 12 Q. Isn't it true that after you complained about  
09:42:46 13 Google violating the understanding, that you checked  
09:42:52 14 with the people that worked for you at Apple to make  
09:42:56 15 sure that no one at Apple had violated that  
09:42:59 16 understanding?

09:43:00 17 A. I believe I may have done so.

09:43:05 18 Q. Did Apple have a no-cold-calling agreement with  
09:43:07 19 Adobe?

09:43:16 20 A. That's not my understanding. It's my  
09:43:19 21 understanding that we had -- there was sensitivity  
09:43:23 22 involved, in periods of time, with Apple cold calling  
09:43:27 23 into Adobe because of our business relationship. I  
09:43:32 24 don't know if -- there was no agreement in my mind.

09:43:45 25 Q. Okay. I -- I don't understand your last

09:43:49 1 answer. Let me ask the question again. Is it your  
09:43:51 2 testimony that there was or was not an agreement between  
09:43:54 3 Apple and Adobe with respect to cold calling?

09:43:57 4 A. It's my understanding that we had -- Adobe was  
09:44:01 5 on our sensitive list for periods of time because of our  
09:44:05 6 business relationship. I don't know -- I have no idea  
09:44:08 7 if there was an agreement between Apple and Adobe as it  
09:44:10 8 relates to cold calling into each other's companies.

09:44:15 9 Q. And when you say you "have no idea," what do  
09:44:18 10 you mean?

09:44:21 11 A. Meaning, I don't know what was discussed.

09:44:22 12 Q. Okay.

09:44:23 13 A. I don't know what was discussed, if things were  
09:44:25 14 discussed, how it was discussed.

09:44:28 15 Q. Were you told, by Ms. Lambert or someone else  
09:44:31 16 at Apple, that there was an agreement between Apple and  
09:44:34 17 Adobe with respect to cold calling?

09:44:38 18 And maybe I should use a better -- let me  
09:44:41 19 withdraw that question.

09:44:42 20 Were you told by Ms. Lambert, or someone else  
09:44:44 21 at Apple, that there was an understanding between Apple  
09:44:47 22 and Adobe with respect to cold calling?

09:44:53 23 A. I don't recall. Specifically I recall there  
09:44:58 24 being sensitivity about cold calling in Adobe because of  
09:45:00 25 our business relationship; and frankly, that was very

09:45:04 1 dynamic.

09:45:25 2 Q. Are you aware that in the Department of  
09:45:30 3 Justice's Competitive Impact Statement, in the case  
09:45:36 4 against Apple and others with respect to these  
09:45:40 5 cold-calling agreements, that the Government stated that  
09:45:43 6 beginning no later than May 2005, Apple requested an  
09:45:47 7 agreement from Adobe to refrain from cold calling each  
09:45:50 8 other's employees?

09:45:53 9 MR. RILEY: Objection. No foundation.

09:45:58 10 THE WITNESS: I'm not aware of that. The  
09:45:59 11 reason I'm having trouble with this one is I was  
09:46:05 12 specifically involved in recruiting an executive out of  
09:46:11 13 Adobe. Actively recruiting somebody out of Adobe. I'm  
09:46:14 14 not sure what time frame that was and if it's within  
09:46:16 15 these time zones.

09:46:18 16 MR. SAVERI: Q. You said "an executive."  
09:46:20 17 Does that mean one person?

09:46:23 18 A. In that period of time, yes.

09:46:24 19 Q. And who was that person?

09:46:26 20 A. A gentleman by the name of Ben Dillon who was  
09:46:29 21 at Macromedia.

09:46:30 22 Q. And was that -- was he at Macromedia before --  
09:46:33 23 I'm sorry, was he at Macromedia after Adobe bought  
09:46:37 24 Macromedia?

09:46:38 25 A. I believe so, yes.

09:46:39 1 Q. But my question is, do you deny that beginning  
09:46:50 2 no later than May 2005, Apple requested an agreement  
09:46:53 3 from Adobe to refrain from cold calling each other's  
09:46:56 4 employees?

09:46:58 5 MR. RILEY: Objection to the form of the  
09:46:59 6 question.

09:47:02 7 THE WITNESS: I don't know about that. I just  
09:47:05 8 don't know about that.

09:47:15 9 MR. SAVERI: Q. Did you ever discuss that  
09:47:17 10 subject with Ms. Lambert?

09:47:18 11 MR. RILEY: Objection. The question is vague.

09:47:23 12 THE WITNESS: I believe we may have discussed  
09:47:24 13 it on occasion. Adobe -- it was a porous -- during a  
09:47:34 14 period of time, there was sensitivity about cold calling  
09:47:37 15 into Adobe because of our strategic relationship. That  
09:47:41 16 was ambiguous to me and to some recruiters, and I did  
09:47:47 17 not want to go out of my way to spend a lot of time  
09:47:53 18 clarifying that because we were -- we were successfully  
09:47:58 19 recruiting out of Adobe.

09:48:00 20 MR. SAVERI: Q. Did you discuss that  
09:48:02 21 subject with Ms. Lambert?

09:48:05 22 And when I say "that subject," I mean the --  
09:48:09 23 let me -- let me withdraw the question.

09:48:12 24 Was Apple -- excuse me.

09:48:13 25 Was Adobe on the no-cold-calling list that

09:48:16 1 you've maintained?

09:48:18 2 A. There was a period of time that I believe Adobe  
09:48:19 3 was on that list.

09:48:21 4 Q. Who told you to put Adobe on the list?

09:48:25 5 A. I don't recall.

09:48:26 6 Q. Was it Ms. Lambert?

09:48:30 7 A. Don't recall if it was Ms. Lambert or  
09:48:34 8 Mr. Okamoto.

09:48:37 9 Q. Was there a point in time when Adobe was taken  
09:48:40 10 off that list?

09:48:49 11 A. I believe there was a time that Adobe was taken  
09:48:50 12 off the list.

09:48:52 13 Q. When?

09:48:52 14 A. I don't recall.

09:48:53 15 Q. Did you take Adobe off the list?

09:49:02 16 A. If Adobe was taken off the list, it would have  
09:49:04 17 come by my direction.

09:49:05 18 Q. Who gave you direction to take Adobe off the  
09:49:08 19 list? Did you decide yourself?

09:49:11 20 A. The -- this is porous. So this --

09:49:17 21 Q. I'm sorry, I don't mean to interrupt you. When  
09:49:20 22 you say "porous," I want to make sure I understand what  
09:49:22 23 you mean by that.

09:49:24 24 A. What I mean by that is I think there may be a  
09:49:27 25 sense that this was very black and white, or there is a



09:49:30 1 specific date in which this just gets cut off, a light  
09:49:34 2 switch gets turned on or turned off, and that's just not  
09:49:36 3 how it worked.

09:49:38 4 If, when Adobe was on that no-cold-call list,  
09:49:42 5 it may have been on there for some time, but the reality  
09:49:47 6 is recruiting had never stopped, and it was very  
09:49:50 7 difficult to keep track of when cold calls were actually  
09:49:57 8 made. And it is my understanding that Adobe, at some  
09:50:02 9 points in time, was viewed as not as an important  
09:50:07 10 strategic as it once was. And it fell off the list at  
09:50:11 11 some point in time.

09:50:13 12 Q. When you say "fell off," I mean, you maintain  
09:50:14 13 the list; right?

09:50:17 14 MR. RILEY: Objection. Misstates his  
09:50:22 15 testimony.

09:50:22 16 MR. SAVERI: Q. Did you maintain the  
09:50:24 17 no-cold-calling list?

09:50:26 18 A. It was organic. I -- as the head of  
09:50:28 19 recruiting, that list was under my jurisdiction.

09:50:31 20 Q. And who instructed you to remove Adobe from  
09:50:35 21 that list?

09:50:37 22 A. I don't recall.

09:50:38 23 Q. And do you recall when you were instructed to  
09:50:40 24 take Adobe off the list?

09:50:42 25 A. I don't recall.

05:36:48 1 purposes of determining or setting employee

05:36:50 2 compensation?

05:36:51 3 MR. RILEY: Objection. Question is overbroad.

05:36:53 4 No foundation.

05:37:01 5 THE WITNESS: Do we set job levels for the

05:37:04 6 purposes of setting compensation?

05:37:07 7 MR. SAVERI: Q. Yes.

05:37:15 8 A. I believe it is -- it's one vehicle that we use

05:37:19 9 to ultimately determine that.

05:37:24 10 Q. Now, as a general matter, were changes made for

05:37:31 11 employee compensation through changes in job categories

05:37:35 12 or job classifications?

05:37:40 13 A. Can you please repeat that question.

05:37:41 14 Q. As a general matter, were changes made to

05:37:44 15 compensation for Apple employees through changes to job

05:37:47 16 categories or job classifications?

05:37:50 17 MR. RILEY: Objection. The question is vague.

05:37:52 18 No foundation.

05:37:55 19 THE WITNESS: I believe there may be

05:37:56 20 circumstances when that was the case. But I don't know

05:37:58 21 if that was a general practice.

05:38:01 22 MR. SAVERI: Q. Well, is it fair to say

05:38:04 23 that from time to time, persons move from one job

05:38:09 24 classification to another at Apple?

05:38:17 25 A. I'm not sure I follow your question.

05:38:18 1 Q. Well, when an employee came to Apple, were they  
05:38:22 2 put in -- were they assigned a job classification or job  
05:38:27 3 category?

05:38:29 4 A. I believe that would be the case.

05:38:31 5 Q. And was one way their salary was increased, or  
05:38:34 6 the compensation was increased, to be moved from one job  
05:38:38 7 level or job classification to another job level or job  
05:38:41 8 classification?

05:38:45 9 A. I would -- my understanding is that one  
05:38:48 10 would -- my interpretation of that is it's done through  
05:38:54 11 promotions and taking on more responsibility.

05:38:58 12 Q. And when someone was promoted, would they be  
05:39:01 13 promoted to a higher job classification or job category?

05:39:06 14 A. I believe so.

05:39:08 15 Q. And as a consequence of that, or in connection  
05:39:10 16 with that, if they were promoted, they would generally  
05:39:14 17 receive more compensation. Is that fair?

05:39:18 18 A. I believe that would be the case.

05:39:22 19 Q. From time to time, did Apple raise the  
05:39:25 20 compensation for a particular job category or job level?

05:39:33 21 MR. RILEY: Objection. Question is overbroad  
05:39:35 22 and there is no foundation.

05:39:43 23 THE WITNESS: I believe that that would be  
05:39:45 24 taken -- I believe if and when that was done, it was  
05:39:48 25 done on an annual basis during compensation planning.

05:39:53 1 MR. SAVERI: Q. So, for example, were  
05:39:54 2 there employees at Apple who received increases in  
05:39:58 3 salary, although they didn't receive a promotion to  
05:40:01 4 a different job category or job classification?

05:40:06 5 MR. RILEY: Objection. The question is  
05:40:08 6 overbroad and there is no foundation.

05:40:20 7 THE WITNESS: So I believe that that would  
05:40:22 8 occur with what we would call merit -- the merit time,  
05:40:28 9 or what other companies call focal period, which is done  
05:40:33 10 on an annual basis to keep up with inflationary  
05:40:37 11 conditions in the market. And that's not to say that  
05:40:40 12 all employees saw adjustments to their compensation.

05:40:46 13 MR. SAVERI: Q. Fair enough.

05:40:53 14 Do you know if the market survey information  
05:40:55 15 was used in considering whether or not Apple should make  
05:40:58 16 those changes to salary levels for particular job levels  
05:41:03 17 or job classifications?

05:41:06 18 MR. RILEY: Question is overbroad and there is  
05:41:08 19 no foundation. It's vague as to time.

05:41:13 20 THE WITNESS: Again, I believe it's a vehicle  
05:41:15 21 that was considered. How it was weighted, I can't tell  
05:41:21 22 you.

05:41:25 23 MR. SAVERI: Q. Going back to Exhibit 268,  
05:41:32 24 you, in your email to yourself, attach an email from  
05:41:39 25 Gilda Montesino to staffing. Do you see that?

05:57:59 1 MR. SAVERI: Q. Did Apple review the  
05:58:04 2 compensation levels or the amount of compensation  
05:58:07 3 for particular job titles or classifications on a  
05:58:10 4 regular basis?

05:58:13 5 MR. RILEY: Objection. The question is vague  
05:58:14 6 as to compensation.

05:58:22 7 THE WITNESS: So as the interim HR head, my  
05:58:25 8 specialty was recruiting. It was never my experience  
05:58:28 9 that we had issues with competing in the market with  
05:58:35 10 getting great talent because of compensation.

05:58:39 11 MR. SAVERI: Q. Well, was there ever a  
05:58:41 12 situation that you were aware of where Apple  
05:58:44 13 believed it had to increase salaries for particular  
05:58:47 14 job categories in order to stop or prevent attrition  
05:58:50 15 or departure from Apple?

05:58:54 16 MR. RILEY: Objection. The question is  
05:58:55 17 overbroad and there is no foundation.

05:59:00 18 THE WITNESS: [REDACTED]

05:59:02 19 [REDACTED]

05:59:05 20 [REDACTED]

05:59:12 21 [REDACTED]

05:59:18 22 MR. SAVERI: Q. Did Apple employees  
05:59:21 23 receive merit bonuses?

05:59:27 24 MR. RILEY: Objection. The question is vague.

05:59:30 25 THE WITNESS: I don't understand your question.

05:59:31 1 MR. SAVERI: Q. Well, did -- were Apple  
05:59:37 2 employees eligible to receive increased compensation  
05:59:41 3 based on merit or performance?

05:59:45 4 MR. RILEY: Same objection.

05:59:46 5 THE WITNESS: Again, I think it depended on the  
05:59:51 6 organization and the executive that was managing the  
05:59:56 7 organization as it related to how he or she used their  
06:00:01 8 discretion.

06:00:02 9 MR. SAVERI: Q. So is it fair to say that  
06:00:03 10 those managers or persons that you identified had  
06:00:05 11 discretion to award or provide bonuses or increased  
06:00:11 12 compensation for merit or performance?

06:00:13 13 MR. RILEY: Objection. The question is overly  
06:00:14 14 broad with regard to employee categories.

06:00:21 15 THE WITNESS: So from my vantage point, as the  
06:00:26 16 interim HR, merit -- annual merit eligibility and bonus  
06:00:31 17 were two different -- two different conversations, if  
06:00:35 18 you will. And it depended on the executive -- the  
06:00:40 19 executive's discretion.

06:00:42 20 MR. SAVERI: Q. Okay. Let's break them  
06:00:44 21 into pieces. With respect to merit, who  
06:00:48 22 determine -- well, can you describe the merit  
06:00:51 23 process.

06:00:56 24 A. The merit process is, I think, similar to many  
06:01:01 25 companies. [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED].

MR. SAVERI: Q. How did the bonus portion of compensation work? What was the process, generally, for determining that?

MR. RILEY: Objection. The question is overly broad and vague.

THE WITNESS: It's -- it varies greatly.

MR. SAVERI: Q. Okay. Who had -- were the particular persons or -- strike that.

Was the compensation committee responsible for determining bonuses?

MR. RILEY: Objection. The question is overly broad and vague.

THE WITNESS: The compensation committee, I believe, was responsible or had discretion over the executive team bonuses. But I do not know -- I don't think they had -- they weren't -- they were involved in approving a general framework, and that would then -- for the lower levels it was up to the actual individual managers.

MR. SAVERI: Q. When a new employee is hired by Apple, how is the job title and the level

06:02:38 1 of compensation for that individual generally  
06:02:41 2 determined?

06:02:43 3 MR. RILEY: Objection. The question is overly  
06:02:45 4 broad and there is no foundation.

06:02:47 5 THE WITNESS: It depends on -- it depends on  
06:02:49 6 the functional discipline. Depends on the leveling, you  
06:02:54 7 know, if we're talking about the -- if we're talking  
06:02:57 8 about high volume recruiting, say, in retail or in our  
06:03:01 9 call centers versus the exec search team. It varied  
06:03:03 10 greatly.

06:03:05 11 MR. SAVERI: Q. Was the assignment of  
06:03:07 12 particular employees to job categories or job titles  
06:03:12 13 something that the HR department did, or the  
06:03:16 14 recruiting department?

06:03:17 15 Let me ask a better question. What --  
06:03:20 16 institutionally, who was responsible for assigning  
06:03:24 17 particular employees to particular job classifications  
06:03:29 18 or job categories?

06:03:31 19 MR. RILEY: Objection. The question is vague.

06:03:32 20 THE WITNESS: I'm not sure I understand your  
06:03:34 21 question specifically. I would answer that question by  
06:03:38 22 telling you that in many cases a requisition is created  
06:03:46 23 by a hiring manager. And it is at that time that that  
06:03:52 24 goes through a process, and then that requisition is  
06:03:55 25 then recruited against.



1 I, Gina V. Carbone, Certified Shorthand  
2 Reporter licensed in the State of California, License  
3 No. 8249, hereby certify that the deponent was by me  
4 first duly sworn and the foregoing testimony was  
5 reported by me and was thereafter transcribed with  
6 computer-aided transcription; that the foregoing is a  
7 full, complete, and true record of said proceedings.

8 I further certify that I am not of counsel or  
9 attorney for either of any of the parties in the  
10 foregoing proceeding and caption named or in any way  
11 interested in the outcome of the cause in said caption.

12 The dismantling, unsealing, or unbinding of  
13 the original transcript will render the reporter's  
14 certificates null and void.

15 In witness whereof, I have hereunto set my  
16 hand this day: July 6, 2012.

17 \_\_\_X\_\_\_ Reading and Signing was requested.

18 \_\_\_\_\_ Reading and Signing was waived.

19 \_\_\_\_\_ Reading and signing was not requested.

20

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GINA V. CARBONE

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